

STATEMENT UNDER 37 C.F.R. § 3.73(b)Applicants: Mario Abdenour, Philip Stashenko, Michele Scrima, Jack Gilad and J. Max GoodsonApplication No.: 09/963,880Filed: September 26, 2001For: Characterization of an Antibiotic Impregnated Delivery System as an Intracanal Medicament in Endodontic TherapyForsyth Dental Infirmary for Children, aa corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is

- A. ☒ the assignee of the entire right, title and interest in the patent application identified above; or
- B. ☐ an assignee together with ☐ of the entire right, title and interest in the patent application identified above. A separate Statement under 37 CFR § 3.73(b) is being submitted.

The right, title and interest of the above-named assignee in the patent application identified above is established by virtue of:

- A. ☒ An assignment from the inventors of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frames \_\_\_\_\_, or a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: 1/30/03Name: Richard L. Pharo, Sc.D.Title: Executive Vice PresidentSignature: Richard L. Pharo

Multi-Joint

ASSIGNMENT

WHEREAS, we, **Philip Stashenko and Max Goodson**, together with co-inventors **Mario Abdennour, Michele Scime and Jack Gilad**, have invented a certain improvement in **Characterization of an Antibiotic Impregnated Delivery System as an Intracanal Medicament in Endodontic Therapy** described in an application for Letters Patent of the United States, the specification of which:

- ☐ is being executed on even date herewith and is about to be filed in the United States Patent Office;
- ☒ was filed on September 26, 2001 as Application No. 09/963,880;
- ☐ was patented under U.S. Patent No. ☐ on ☐.

WHEREAS, **Forsyth Dental Infirmary for Children** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at **140 The Fenway, Boston, Massachusetts 02115** desires to acquire an interest therein in accordance with agreements duly entered into with us:

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving

of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: \_\_\_\_\_

Philip Stashenko

~~State~~/Commonwealth

of MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me the above-named **Philip Stashenko** and acknowledged that he executed the foregoing instrument as his free act and deed this 30th day of JANUARY, ~~2001~~ 2002

(SEAL)

\_\_\_\_\_  
RODEL SAULOG

Notary Public

(print name)

My Commission expires 08/25/06

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

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Inventor's Signature: \_\_\_\_\_

Max Goodson  
Max Goodson

~~State~~ Commonwealth

of MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me the above-named Max Goodson and acknowledged that he executed the foregoing instrument as his free act and deed this 23rd day of

JANUARY, ~~2001~~ 2002.

(SEAL)

Robert A. Stulog  
ROBERT STULOG

Notary Public

(print name)

My Commission expires 08/25/2006

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NOT FOR RECORDATION

Docket No. 1564.2002-003

ASSIGNMENT

Multi-Joint

WHEREAS, we, **Philip Stashenko and J. Max Goodson**, together with co-inventors **Mario Abdennour, Michele Scrima and Jack Gilad**, have invented a certain improvement in **Characterization of an Antibiotic Impregnated Delivery System as an Intracanal Medicament in Endodontic Therapy** described in an application for Letters Patent of the United States, the specification of which:

- [ ] is being executed on even date herewith and is about to be filed in the United States Patent Office;
- [X] was filed on **September 26, 2001** as Application No. **09/963,880**;
- [ ] was patented under U.S. Patent No. [ ] on [ ].

WHEREAS, **Forsyth Dental Infirmary for Children** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and having a usual place of business at **140 The Fenway, Boston, Massachusetts 02115** desires to acquire an interest therein in accordance with agreements duly entered into with us:

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving

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NOT FOR RECORDATION

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of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

\_\_\_\_\_  
Inventor's Signature:

Philip Stashenko

State/Commonwealth

of \_\_\_\_\_

County of \_\_\_\_\_

Then personally appeared before me the above-named Philip Stashenko and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

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Inventor's Signature: \_\_\_\_\_

J. Max Goodson  
J. Max Goodson

State/Commonwealth

of MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me the above-named **J. Max Goodson** and acknowledged that he executed the foregoing instrument as his free act and deed this 22<sup>nd</sup> day of October, 2002.

(SEAL)

Rodol B. Salvag Notary Public

RODOL B. SALVAG (print name)

My Commission expires 08/25/2006